

COPY

FIRST AMENDMENT TO AMENDED AND RESTATED
AGENT AND FINANCIAL ASSISTANCE AGREEMENT

THIS FIRST AMENDMENT TO AGENT AND FINANCIAL ASSISTANCE AGREEMENT, dated as of the 31st day of July, 2015, is by and between **ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 95 Perry Street, Suite 403, Buffalo, New York 14203 (the "Agency") and **4455 GENESEE STREET, LLC**, a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, with offices at 4455 Genesee Street, Buffalo, New York 14225 ("4455 Genesee") and **CALSPAN CORPORATION**, a corporation duly organized, validly existing and in good standing under the laws of the State of New York, with offices at 4455 Genesee Street, Buffalo, New York 14225 ("Calspan" and, individually and collectively with 4455 Genesee, the "Company").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 293 of the Laws of 1970 of the State of New York pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Company has submitted an application (the "Application") to the Agency requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) renovation and facility upgrades of 36,000+/- SF for a new tenant and renovations to the Calspan Safety Campus to include mechanical and interior upgrades of the Project (the "Improvements"); and (ii) the acquisition of and installation in and around the Improvements of certain machinery, equipment and items of personal property thereon (the "Equipment" and, collectively with the Improvements, the "Facility"); and

WHEREAS, by Resolution (the "Original Resolution") adopted on August 19, 2013 (the "Original Inducement"), the Agency has conferred on the Company in connection with the Project certain benefits, exemptions and other financial assistance consisting of New York State and local sales and use tax exemption benefits on the acquiring, constructing and/or equipping of the Facility (the "Financial Assistance"); and

WHEREAS, pursuant to the Original Resolution, the Agency authorized the Company to act as its agent for the purposes of undertaking the Project subject to the Company entering into an Agent and Financial Assistance Agreement; and

WHEREAS, the Company and the Agency executed an Agent and Financial Assistance Agreement dated September 23, 2013 (the "Original Agent Agreement"); and

WHEREAS, by Original Resolution and the Original Agent Agreement, the Company has the power to delegate such agency, in whole or in part, to agents, subagents, contractors, subcontractors, contractors and subcontractors of such agents and subagents and to such other parties as the Company chooses including but not limited to the individuals and entities described on Schedule A attached hereto (collectively, the "Subagent"). The Company shall

have the right to amend Schedule A from time to time and shall be responsible for maintaining an accurate list of all parties acting as agent for the Agency; and

WHEREAS, on October 3, 2013, the Agency received a written request from the Company requesting an amendment to the Original Inducement to specifically divide the Project into two (2) distinct phases, with performance requirements associated with each phase to be measured independent of each other phase (the "Amendment Request"); and

WHEREAS, the Project description to the Supplemental Resolution (as hereinafter defined) was amended as: 4455 GENESEE STREET LLC; CALSPAN CORPORATION; AND/OR AN AFFILIATE, SUBSIDIARY, OR ENTITY FORMED OR TO BE FORMED ON ITS BEHALF (individually, and/or collectively, the "Company") submitted an application to the Agency (the "Application") requesting the Agency's assistance with a certain project (the "Project") consisting of: (i) the renovation and facility upgrades of 36,000+/- SF for a new tenant and renovations to the Calspan Safety Campus to include mechanical and interior upgrades of the Project (the "Improvements"); and (ii) the acquisition of and installation in and around the Improvements of certain machinery, equipment and items of personal property thereon (the "Equipment" and, collectively with the Improvements, the "Facility"); and

WHEREAS, by Supplemental Resolution dated October 21, 2013, the Agency approved the Amendment Request based on the terms and conditions as contained herein (the "Supplemental Resolution" and collectively with the Original Resolution, the "Resolution"); and

WHEREAS, the Company and the Agency executed a First Amendment to Agent and Financial Assistance Agreement dated October 21, 2013 (the "Amended Agent Agreement", and together with the Original Agent Agreement, the "Revised Agent Agreement"); and

WHEREAS, the Company notified the Agency that the project had not been completed and requested an extension of the New York State and local sales and use tax exemption benefit provided by the Agency, which the Agency agreed to provide to the Company; and

WHEREAS, the Company and the Agency executed an Amended and Restated Agent and Financial Assistance Agreement dated January 31, 2015 (the "Agent Agreement"); and

WHEREAS, the Company notified the Agency that Phase I of the project has been completed and Phase II of the project has commenced and has requested an extension of the New York State and local sales and use tax exemption benefit provided by the Agency, which the Agency has agreed to provide to the Company; and

WHEREAS, the Company and the Agency desire to amend the Agent Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The Agent Agreement is amended as follows:

1. Any references to the sales tax exemption expiration in the Agent Agreement shall be changed from July 31, 2015 to November 30, 2017.

2. A new Section 1 shall be added to the Agent Agreement as follows:

Section 1. Scope of Agency. The Company hereby agrees to limit its activities as agent for the Agency under the authority of the Resolution to acts reasonably related to the acquisition and installation of certain machinery, equipment and building materials, all for incorporation and installation thereof in and around the Facility. The right of the Company to act as agent of the Agency shall expire on **November 30, 2017**, unless extended as contemplated by the Resolution. The aggregate amount of work performed as agent for the Agency shall not exceed the amounts identified in the Resolution and Section 2(h) of this Agreement. All contracts entered into as agent for the Agency shall include the following language:

"This contract is being entered into by [NAME OF COMPANY OR NAME OF SUBAGENT] (the "Agent"), as agent for and on behalf of the **ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the "Agency"), in connection with a certain project of the Agency for the benefit of **4455 GENESEE STREET, LLC and/or CALSPAN CORPORATION** consisting in part of the acquisition and installation of certain machinery, equipment and building materials, all for incorporation and installation in certain premises located in the Calspan Safety Campus located at 4455 Genesee Street, Buffalo, New York 14225, known as Phase II-Calspan Safety Campus out (the "Premises"). The acquisition of the machinery, equipment and building materials to be incorporated and installed in the Premises and all services and rentals of equipment related to the renovation, mechanical/interior upgrades, and equipping of the Project shall be exempt from all New York State and local sales and use taxes if the acquisition thereof is effected in accordance with the terms and conditions set forth in the attached information letter of the Agency; and the Agent hereby represents that this contract is in compliance with the terms of the Amended and Restated Agent and Financial Assistance Agreement by and between 4455 GENESEE STREET, LLC and/or CALSPAN CORPORATION and the Agency dated as of January 31, 2015, as amended from time to time. This contract is non-recourse to the Agency, and the Agency shall not be directly, indirectly or contingently liable or obligated hereunder in any manner or to any extent whatsoever. By execution or acceptance of this contract, the vendor/contractor hereby acknowledges and agrees to the terms and conditions set forth in this paragraph."

3. A new Section 2(k) shall be added to the Agent Agreement as follows:

(k) The Company acknowledges and agrees that all purchases made in furtherance of the Project shall be made using "IDA Agent or Project Operator Exempt Purchase Certificate" (NYS Form ST-123, a copy of which is attached hereto as Exhibits B-1 and B-2), and it shall be the responsibility of the Company (and not the Agency) to complete NYS Form ST-123. The Company acknowledges and agrees that it shall identify the Project on each bill and invoice for such purchases and further indicate on such bills or invoices that the Company is making

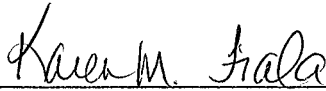
purchases of tangible personal property or services for use in the Project as agent of the Agency. For purposes of indicating who the purchaser is, the Company acknowledges and agrees that the bill or invoice should state, "I, [NAME OF COMPANY OR SUBAGENT], certify that I am a duly appointed agent of the ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY and that I am purchasing the tangible personal property or services for use in the 4455 GENESEE STREET, LLC and/or CALSPAN CORPORATION Project located at 4455 Genesee Street, Buffalo, New York 14225, IDA Project Number 1404-13-22B". For convenience purposes, in the instance where the vendor does not print on each invoice the acknowledgment as described in the prior sentence, an "Invoice Rider" (a copy of which is attached hereto as Exhibit B-3) can be utilized for record keeping purposes.

Unless otherwise amended pursuant to the terms contained herein, the terms of the Agent Agreement shall remain unchanged and in full force and effect. This Agent Agreement shall in no way be construed as a waiver of any of the rights or remedies of the Agency or a release or waiver by the Agency of any default under the Agent Agreement. The Agency hereby reserves all such rights and remedies.

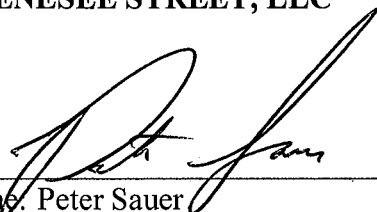
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IN WITNESS WHEREOF, the Company and the Agency have caused this First Amendment to Agent Agreement to be executed in their respective names, all as of the date first above written.

**ERIE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Name: Karen M. Fiala
Title: Assistant Treasurer

4455 GENESEE STREET, LLC

By: 
Name: Peter Sauer
Title: COO

CALSPAN CORPORATION

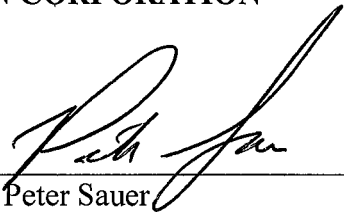
By: 
Name: Peter Sauer
Title: COO

EXHIBIT B-3

INVOICE RIDER FORM

[Attached Next Page]

INVOICE RIDER
(Complete and Attach to Invoice)

I, _____, the

_____ of _____

certify that I am a duly appointed agent of the Erie County Industrial Development Agency ("Agency") and that I am purchasing the tangible personal property or services for use in the following Agency Project and that such purchases qualify as exempt from sales and use taxes under the Amended and Restated Agent and Financial Assistance Agreement, dated as of January 31, 2015, as may be amended and/or extended from time to time, by and between the Agency and 4455 Genesee Street, LLC and Calspan Corporation.

Name of the Project: 4455 Genesee Street, LLC and Calspan Corporation Project

Street address of the Project Site: 4455 Genesee Street,
Town of Cheektowaga,
Erie County, New York

IDA OSC project number: 1404-13-22B